

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute a Professional Services

Agreement for the Purchase and Installation of a New Voicemail System with AdvanTel Networks, of Sacramento (\$46,767), and Appropriating Funds (\$36,450)

MEETING DATE: August 15,2012

PREPARED BY: Information Systems Manager

RECOMMENDEDACTION: Adopt resolution authorizing the City Manager to execute a

Professional Services Agreement for the purchase and installation of a new voicemail system with AdvanTel Networks, of Sacramento,

in the amount of \$46,76 and appropriating funds in the amount of \$36,450.

BACKGROUND INFORMATION: The City initially purchased an Octel voice messaging system in

1991, as part of an extensive, overall telephone system upgrade.

Since the City had outgrown the 1991 model and it was non-Y2K

compliant, the City purchased an upgrade to the system in 1999.

The City relies on a working voice messaging system to answer calls, record and store messages, create "decision trees," and route calls to users. Absent a voicemail system, the City would need to staff phones or recreate a "switchboard operator" position.

Today, the City finds itself in a similar position with a voice messaging system that is virtually unsupportable. The manufacturer no longer sells support, or makes spare parts, for the City's current Octel system. The City's current support contract expired July 1, 2012, and the vendor has informed us that it will not renew coverage.

In addition to replacing the unsupported system with one where support can be purchased, there are definite advantages to moving to a more modern technology. The new system affords the City an opportunity to take advantage of features such as the ability to receive and respond to messages on any device, Smartphone device integration, instant messaging, call control, fax and click-to-dial. The new system can also be "virtualized" for redundancy and high-availability.

The City issued a Request for Proposals on June 25, 2012 for the replacement of the current Octel system. Four responses were received.

Vendor	Proposed System	3-Year Cost of Ownership
AdvanTel ESNA Office LinX		\$46,766.59
NACR	ESNA Office LinX	\$52,794.67
AMS.NET	Cisco Unity Connection	\$72,632.01
NetVersant	AVST-Partner	\$81,548.79

APPROVED

Konradt Bartlam, City Manager

Staff recommends that Council award the voicemail system replacement contract to AdvanTel Networks as the lowest cost, most responsive, responsible vendor of those who submitted a proposal. The contract price includes installation and implementation of the ESNA voicemail system, and support for the first three years.

FISCAL IMPACT: The current voicemail system is unsupported and must be replaced. Estimated

cost for replacement is just below \$50,000. Cost of the replacement system will be

allocated to various funds based upon the ratio of phones in each.

FUNDING: Funding to be provided as follows:

<u>Fund</u>	Amount
General Fund Capital Outlay (1211)	\$36,450
Electric Utility (160)	\$5,600
Streets Administration (3215011)	\$740
Wastewater Administration (170401)	\$2,970
Water Administration (180451)	\$2,970
Fleet Services (260561)	\$740
Transit Administration (125053)	\$530

An appropriation adjustment form is attached for the General Fund Capital Outlay. Costs to other funds will be absorbed within existing appropriations.

Jordan Ayers

Deputy City Manager/Internal Services Director

Attachment

Prepared by: Steve Mann, Information Systems Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on August 15, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and AdvanTel Networks (hereinafter 'CONTRACTOR).

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Voicemail System Replacement (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of W

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on August **15**, 2012 and terminates upon the completion of the Scope of Services or on December 31, 2015, whichever occurs first.

ARTICLE 3

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility & CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:

City of Lodi

221 West Pine Street

P.O. Box 3006

Lodi, CA 95241-1910

Attn:

To CONTRACTOR: AdvanTel Networks

3265 Ramos Circle

Sacramento, CA 95827

Section 4.9 Cooperation & CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee & CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 <u>City Business License Requirement</u>

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 <u>Integration and Modification</u>

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership & Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 <u>Federal Transit Funding Conditions</u>

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:	CITY OF LODI, a municipal corporation
RANDI JOHL City Clerk	KONRADTBARTLAM, City Manager
APPROVED AS TO FORM: D. STEPHEN SCHWABAUER, City Attorney JANICE D. MAGDICH, Deputy City Attorney	CONTRACTOR:AdvanTel Networks
Attachments: Exhibit A - Scope of Services Exhibit B - Fee Proposal Exhibit C - Insurance Requirements	By: Name: Title:
Funding Source:(Business Unit & Account No.)	

Doc ID:

CArev.01.2012

EXHIBITA- SCOPE OF SERVICES

Install and implement Esna Voicemail server, software and applications on customer provided rack. Includes basic messaging and

administrative mailboxes up to a maximum of 20,000 mailboxes at no additional cost. Esna Bundle includes 50 UM - Unified

Communications mailboxes with Presence Management capability. These licenses will not be deployed under terms of RFP but are

available for deployment at customer will.

- "Enterprise Edition 4 port base software Includes:
- -4 SIP Enabled voice processing ports (VOIP1001-01sw x4)
- -20,000 mailbox users with Standard Desktop capabilities
- -1 fax port for inbound & outbound faxing (1 session at a time per port)
- -1 TSE connection to IMAP server for Advanced Unified Messaging, including
- -Basic and Advanced Messaging capabilities (SMTP and IMAP Pointers integration)
- -50 UC users (Includes desktop and advanced Unified Messaging/Precense capabilities)
- -2 ports of ASR (Speech Recognition) support with up to 500 names and 1 Language (English default)
- -2 ports Of TTS
- -1 PBX integration
- -1 Company with IVR trees
- -2 Auto Attendant Languages (1 English default and 1 of choice)
- -Fax to PDF conversion (on messages forwarded to e-mail)
- -CTI Integration

Scalability:

- -1 to 8 Fax ports ports in a single server
- -9 to 64 Fax ports with the High Availability module
- -4 to 100 voice ports in a single server
- -up to 800 voice ports with the High Availability module"

CUSTOMER TO PROVIDE SERVER, and will install on rack, configure per Esna specifications and connect to the network. Customer will provide a spreadsheet indicating the user name, extension or DID number, location and type of license to be applied. Customer will provide dial plan destinations and scripts plan for automated attendant applications. AdvanTel will install Esna software, program mailboxes per the spreadsheets, connect existing SIP Trunking from CS1000, provide project management, on site and remote techs, and 8 hours of administration and train the trainer.

EXHIBIT B- FEE PROPOSAL

1 TOL8-0404-01SW Enterprise Edition 4 port base software	\$ 6,998.75
20 TOL8-0288-01SW Adds 1 additional SIP voice port - maximum 800 ports (Note: Above 100 ports requ\$ir8e2s 5H.0A0 s ervices) 24 SUPP-HAY1-2596 FIRST AND 2ND YEAR SOWARE SUPPORT	\$16,500.00 \$3,375.12
Summary:	•
Materials:	\$26,873.87
Implementation:	\$10,910.00
Sales Tax @ 7.750%:	\$ 2,082.72
Total:	\$39,866.59
Optional: 24 SUPP-HAY1-2596 3RD YEAR SOWARE SUPPORT	\$ 5,155.00

EXHIBIT C INSURANCE REQUIREMENTS



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Ea. Occurrence

2. COMPREHENSIVEAUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person \$1,000,000 Bodily Injury - Ea. Occurrence

\$2,000,000 Aggregate

\$1,000,000 Property Damage - Ea. Occurrence

3. PROFESSIONAL ERRORS AND OMISSIONS

Not less than \$1,000,000 per Claim. Certificate of Insurance only required.

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the <u>CITY OF LODI</u> must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the <u>project</u> that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written

notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will \underline{any} work begin on a project until the proper insurance certificate is received by the City.

1. AA#_	
2. JV#	

		OF LODI DJUSTMENT REQUEST	
3. FROM:	Jordan Ayers	5. DATE:	8/15/12

6. REQUEST A	DJUSTMENT OF	APPROPRIATI	ON AS LISTED I	BELOW	
	FUND#	BUS. UNIT#	ACCOUNT#	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1211		3205	Fund Balance	\$ 36,450.00
B. USE OF FINANCING	1211	1211034	1820	Voicemail Replacement - 2012	\$ 36,450.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
lease provide a description of the project, the total cost of the project, as well as justification for the
equested adjustment. If you need more space, use an additional sheet and attach to this form.
Provide appropriations for the General Fund portion of the voicemail replacement project. Total project cost of \$50,000
ɪ llocated \$36,450 to General Fund Capital Outlay, \$5,600 to Electric Utility, \$7,950 to Public Works functions.
f Council has authorized the appropriation adjustment, complete the following:
// leeting Date: 8/15/12 Res No: Attach copy of resolution to this form.
La de Alexandre
Department Head Signature:
` "

I	8. APPROVAL SIGNATURES		
I			
	Deputy City Manager/Internal Services Manager	Date	

RESOLUTION NO. 2012-134

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR THE PURCHASE AND INSTALLATION OF A NEW VOICEMAIL SYSTEM AND APPROPRIATING FUNDS

WHEREAS, the City has come to rely on a working voice messaging system to answer calls, record and store messages, create "decision trees," and route calls; and

WHEREAS, the City's current voicemail system has been largely outgrown and is no longer supported by the manufacturer; and

WHEREAS, the City's current support contract expired July 1, 2012, and the vendor has informed the City that it will not renew coverage; and

WHEREAS, the City issued a request for proposals on June 25, 2012, for the replacement of the voicemail system and received the following four responses:

Vendor	Proposed System	3-Year Cost of Ownership
AdvanTel	ESNA Office LinX	\$46,766.59
NACR	ESNA Office LinX	\$52,794.67
AMS.NET	Cisco Unity Connection	\$72,632.01
NetVersant	AVST-Partner	\$81,548.79

WHEREAS, staff recommends award of the voicemail system replacement contract to AdvanTel Networks, of Sacramento, California, as the lowest cost, most responsive, responsible vendor. The contract price includes installation and implementation of the voicemail system and support for the first three years.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with AdvanTel Networks, of Sacramento, California, for the purchase and installation of a new voicemail system in the amount of \$46,766.59; and

BE IT FURTHER RESOLVED that funds in the amount of \$36,450 be appropriated in the General Fund Capital Outlay Fund for this purchase.

Date: August 15, 2012

I hereby certify that Resolution No. 2012-134 was passed and adopted by the Lodi City Council in a regular meeting held August 15, 2012, by the following vote:

AYES:

COUNCIL MEMBERS - Hansen, Johnson, Katzakian, Nakanishi,

and Mayor Mounce

NOES:

COUNCIL MEMBERS - None

ABSENT:

COUNCIL MEMBERS - None

ABSTAIN:

COUNCIL MEMBERS - None

RANDI JOHL City Clerk